

Fill in this information to identify the case:

Debtor 1 Frank Emery Torok, II
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the : Eastern District of Pennsylvania
(State)
Case number 21-12867-PMM

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust Court claim no. (if known): n/a

Last four digits of any number you use to identify the debtor's account: XXXXXX0806

Date of payment change: 1/1/2022
Must be at least 21 days after date of this notice

New total payment: \$2,183.34
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment : \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 3.000%

New interest rate: 4.000%

Current principal and interest payment: \$ 1,492.55

New principal and interest payment: \$ 1,649.33

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1

Frank Emery Torok, II

First Name Middle Name Last Name

Case number (if known) 21-12867-PMM

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/Maria Tsagaris Date 11/21/2021
Signature

Print: Maria Tsagaris Title Authorized Agent for Creditor
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road
Number Street
Roswell GA 30076
City State ZIP Code

Contact phone 678-281-6532 Email Maria.Tsagaris@mccalla.com

In Re:
Frank Emery Torok, II

Bankruptcy Case No.: 21-12867-PMM
Chapter: 13
Judge: Patricia M. Mayer

CERTIFICATE OF SERVICE

I, Maria Tsagaris, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Frank Emery Torok, II
5201 Stansfield Dr
Zionsville, PA 18092

CHARLES LAPUTKA
Laputka Law Office
1344 W. Hamilton St.
Allentown, PA 18102

(served via ECF Notification)

SCOTT F. WATERMAN
Chapter 13 Trustee
2901 St. Lawrence Ave.
Suite 100
Reading, PA 19606

(served via ECF Notification)

U.S. Trustee
United States Trustee
Office of United States Trustee
200 Chestnut Street Suite 502
Philadelphia, PA 19106

(served via ECF Notification)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 11/22/2021
(date)

By: /s/Maria Tsagaris
Maria Tsagaris
Authorized Agent for Creditor



P.O.Box 111209
Nashville, TN 37222

11/01/2021

Return Service Requested

FRANK E TOROK
C/O JOSHUA THOMAS ESQ
CHADDS FORD, PA 19317

IMPORTANT MORTGAGE NOTIFICATION

Your Payment and Interest Rate will Increase.

Account Number: [REDACTED]
Property Address: 5201 STANSFIELD DR
ZIONSVILLE, PA 18092

Dear Homeowner (s):

Per the terms of your modification agreement, your interest rate will change to 4% effective 12/01/2021. This change in your interest rate will result in a new monthly payment of \$1,649.33, and your first payment at the new adjusted level is due 01/01/2022. The table below shows the schedule of adjustments to your new interest rate and estimated future changes to your monthly mortgage payment.

Interet Rate	Interest Rate Effective Date	Monthly P & I	Estimated Monthly Escrow Payment	Total Monthly Payment	Payment Due Date
4%	12/01/2021	\$1,649.33	\$534.01	\$2,183.34	01/01/2022

Your monthly payment includes an escrow amount for property taxes, hazard insurance and other escrowed expenses (if applicable), which, if they increase, may also increase your monthly payment. The escrow payment amounts shown are based on current data and represent a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law. Your total monthly payment is calculated by adding the principal, interest, and escrow.

If you have any questions or anticipate challenges paying your new monthly payment. Please contact our customer service by calling (800) 495-7166.

If you were modified under the Home Affordable Modification Program (HAMP), your interest rate will increase by up to 1% per year until it reaches its cap, which was the market rate of interest being charged by mortgage lenders on the day the modification agreement was prepared. Once the interest rate reaches the cap, it will be fixed for the remaining life of the loan. You may also contact the Homeowner's HOPEtm Hotline by calling 1-888-995-HOPE. The Hotline can help with questions about your HAMP modification and offers access to free HUD-approved counseling services in English or Spanish (other languages are available on request). It is available 24hours a day/7days a week.

ACH Debit Borrowers: You have previously authorized by Fay Servicing, LLC, to automatically debit your bank account each month for the amount of your monthly payment of principal, interest and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC, is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing LLC, at least three (3) business days prior to your next scheduled debit.

DISCLOSURES

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IMPORTANT BANKRUPTCY NOTICE

Bankruptcy (if applicable) - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

NOTICE TO CUSTOMERS

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at: Fay Servicing, LLC, **Attn: Customer Service Department**, 3000 Professional Drive, Suite A,, Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-9pm CST Mon-Thur, 8:am-5pm Fri and 9am-1pm CST on Sat.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD STATEMENT

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll-free telephone number at (800) 569-4287.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil.content/locator.php>.

PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

Disputed Debts: If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

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